

# APPENDIX A

## RESOURCE LIST

<b>City/County Departments</b>	
<b>Affordable Housing:</b>	
Longmont Housing Authority 1228 Main Street, Longmont 80501	303-651-8581 <a href="http://www.longmontha.com">www.longmontha.com</a> info@longmontha.com
Boulder Housing Partners 4800 North Broadway, Boulder 80304	720-564-4610 <a href="http://www.boulderhousing.org">www.boulderhousing.org</a> bhpinfo@bouldercolorado.gov
<b>Code Enforcement</b>	
Longmont Code Enforcement 385 Kimbark Street, Longmont 80501	303-651-8332
<b>Mediation Services:</b>	
Longmont Mediation Services Community and Neighborhood Resources Office Longmont Civic Center, 350 Kimbark Street	303-651-8444
<b>Public Assistance/Child Protective Services:</b>	
Boulder County Department of Social Services 529 Coffman Street, Longmont 80501	303-678-6000 <a href="http://www.bouldercounty.org">www.bouldercounty.org</a>
<b>Safety/Nuisance Concerns:</b>	
Longmont Building Inspection 385 Kimbark Street, Longmont 80501	303-651-8329
Longmont Police Department 225 Kimbark Street, Longmont 80501	303-651-8501 (Dispatch) 303-651-8555 (Non Emergency)
Emergencies	9-1-1
<b>Utilities Departments (Water, Sewer, Electric):</b>	
Connect/Disconnect	303-651-8661
Billing Questions	303-651-8653
Water/Sewer Maintenance	303-651-8460
<b>Other</b>	
Neighborhood Resource Services	303-651-8721
Animal Control	303-651-8500
<b>City of Longmont Webpage</b>	<a href="http://www.ci.longmont.co.us/">www.ci.longmont.co.us/</a>
<b>City of Longmont Educational Opportunities</b>	<a href="http://www.lifelongmontlearning.com">www.lifelongmontlearning.com</a>
<b>Legal Resources</b>	
<b>Boulder County Court:</b>	
Boulder County Justice Center 1777 6 <sup>th</sup> Street, Boulder 80302	303-441-3750
Boulder County Court (Longmont annex) 1035 Kimbark Street, Longmont 80501	720-564-2522
Colorado Judicial Branch Self Help Center	<a href="http://www.courts.state.co.us/chs/court/forms/selfhelpcenter.htm">http://www.courts.state.co.us/chs/court/forms/selfhelpcenter.htm</a>

<b>Legal Assistance:</b>	
Boulder County Legal Services (low income or elderly) 315 West South Boulder Road, Louisville 80027	303-449-7575
Colorado Legal Services Webpage	<a href="http://www.coloradolegalservices.org">www.coloradolegalservices.org</a>
Boulder County Bar Association	303-440-4758 <a href="http://www.boulder-bar.org">http://www.boulder-bar.org</a>
Metropolitan Lawyer Referral Service	303-831-8000
University of Colorado Clinical Program (American Indian law or entrepreneurial law only)	303-492-8126

<b>Community Resources</b>	
<b>Emergency Food, Shelter, Resources:</b>	
The Atwood Shelter/Emergency Family Assistance	303-651-2388
Boulder Shelter for Homeless 4869 North Broadway, Boulder 80305	303-442-4646 <a href="http://www.bouldershelter.org">www.bouldershelter.org</a>
Community Food Share 6363 Horizon Lane, Longmont 80503	303-652-3663 <a href="http://www.communityfoodshare.com">www.communityfoodshare.com</a>
Emergency Family Assistance 1575 Yarmouth, Boulder 80304	303-442-3042 <a href="http://www.EFFA.org">www.EFFA.org</a>
400 East Simpson, Ste. 103, Lafayette 80026	303-665-8064
The INN Between (transitional housing) 250 Kimbark Street, Longmont 80501	303-684-0810 <a href="http://www.theinnbetween.org">www.theinnbetween.org</a>
Longmont YMCA 950 Lashley, Longmont 80504	303-776-0370 <a href="http://www.longmontymca.org">www.longmontymca.org</a>
The OUR Center 303 Atwood Street, Longmont 80501	303-772-5529 <a href="http://www.ourcenter.org">www.ourcenter.org</a>
<b>Health:</b>	
Boulder County Mental Health Center 1333 Iris Avenue, Boulder 80304	303-443-8500 <a href="http://www.mhcbc.org">www.mhcbc.org</a>
Boulder County Public Health 3450 Broadway, Boulder 80304	303-441-1564 <a href="http://www.bouldercounty.org/health/">www.bouldercounty.org/health/</a>
Dental Aid, Inc. 1715 Princess Drive, Longmont 80501	303-682-2619 <a href="http://www.dentalaid.org">www.dentalaid.org</a>
Longmont United Hospital 1950 West Mountain View Avenue, Longmont	303-651-5111 <a href="http://www.luhcares.org">www.luhcares.org</a>
SALUD Family Health Center 220 East Rogers Road, Longmont 80501	303-776-3250 (medical) 303-772-1906 (dental) <a href="http://www.saludclinic.org">www.saludclinic.org</a>
<b>Domestic Violence:</b>	
Safe Shelter of St. Vrain Valley	303-772-0432 (office) 303-772-4422 (24 hour crisis line) <a href="http://www.safeshelterofstvrain.org">www.safeshelterofstvrain.org</a>

<b>Other Community Resources:</b>	
Boulder County Aids Project 2118 14 <sup>th</sup> Street, Boulder 80302	303-444-6121 <a href="http://www.bcap.org">www.bcap.org</a>
Foothills United Way (Boulder and Broomfield Co.'s) 1285 Cimarron Drive Ste. 101 , Lafayette 80026	303-444-4013 303-444-2620 (Fax) <a href="http://www.unitedwayfoothills.org">www.unitedwayfoothills.org</a>
Center for People with Disabilities 615 N. Main St., Longmont 80501 1675 Range St., Boulder 80301	303-772-3250 (Longmont) <a href="http://www.cpwd-ilc.org">www.cpwd-ilc.org</a> 303-442-8662 (Boulder)
Imagine (developmental disability resource center) 1400 Dixon Avenue, Lafayette 80026	303-665-7789 <a href="http://www.imaginecolorado.org">www.imaginecolorado.org</a>
El Comité 455 Kimbark Street, Longmont 80501	303-651-6125
Humane Society of Boulder Valley 2323 55 <sup>th</sup> Street, Boulder 80302 Longmont Humane Society 9595 Nelson Road, Longmont 80501	303-442-4030  303-772-1232 <a href="http://www.longmonthumain.org">www.longmonthumain.org</a>
St. Vrain Family Center (supervised parenting exchanges and visits) <b>Meeker Neighborhood Center</b> 839 Meeker St., Longmont 80501	303-776-5348 <a href="http://www.stvrainfamilycenter.org">www.stvrainfamilycenter.org</a>
The Tiny Tim Center (preschool for typical and special needs children and developmental kindergarten) 611 Corte Parkway, Longmont 80501	303-776-7417 <a href="http://www.tinytimcenter.org">www.tinytimcenter.org</a>
Workforce Boulder County 1500 Kansas, Ste 4D, Longmont 80501	303-651-1510 <a href="http://www.wfbc.org">www.wfbc.org</a>

# Appendix B

## Model Lease

### 1. Parties

This lease for the rental of residential property is between \_\_\_\_\_ ("owner/agent") and \_\_\_\_\_ ("resident").

The owner is:

Name \_\_\_\_\_ Address \_\_\_\_\_

Phone \_\_\_\_\_

The agent authorized to manage the leased premises for the owner and to enter into this lease is:

Name \_\_\_\_\_ Address \_\_\_\_\_

Phone \_\_\_\_\_

The resident manager is:

Name \_\_\_\_\_ Address \_\_\_\_\_

Phone \_\_\_\_\_

### 2. Leased Premises

Owner hereby leases to resident the premises described below:

\_\_\_\_\_  
(Street Address) (Unit No.) (City)

The premises shall also include:

\_\_\_\_\_

\_\_\_\_\_  
(specify furniture [inventory should be attached]\*\*, parking space, storage space, if any)

### 3. Term (cross out either paragraph A or B)

**A.** Month-to-month. The term of this lease shall begin at \_\_\_\_\_ .m o'clock on \_\_\_\_\_ 20\_\_, and end at \_\_\_\_\_ .m o'clock on the last of the same calendar month. Following such initial period, the term of this lease shall run from month to month beginning \_\_\_\_\_, 20\_\_, and shall be automatically renewed for additional periods of one month thereafter until terminated by either party giving \_\_\_\_\_ days written notice prior to the end of the rental month (specify number of days – must be at least 10). The rental shall begin with the due date of the monthly rent.

**\*\* The portions of this lease which appear in brackets are for educational or informational purposes only. They are not part of the lease agreement itself and do not create any obligations under this lease.**

**Initials:** Owner \_\_\_\_\_ Date \_\_\_\_\_ Resident \_\_\_\_\_ Date \_\_\_\_\_ (optional)

Page 1 of 7

**B. Fixed term.** The term of this lease shall be from \_\_\_\_\_ .m. o'clock \_\_\_\_\_ 20\_\_ to \_\_\_\_\_ .m. o'clock \_\_\_\_\_, 20\_\_. No notice to terminate at the end of such fixed term is necessary unless otherwise agreed in writing. If resident retains possession of the premises after expiration for the fixed lease term with the permission of owner, resident and owner shall continue to be bound by the terms and conditions of this lease on a month-to-month basis. The lease may then be terminated by either party giving \_\_\_\_\_ days written notice prior to the end of the rental month (specify number of days - must be at least 10).

**C.** If the lease term does not begin on the first day of the month, rent shall be prorated to the last day of that month.

**4. Rent (cross out either paragraph A or B)**

**A. Month-to-month.** If the lease term does not begin on the first day of the month, the first month's prorated rent is \$ \_\_\_\_\_, due on \_\_\_\_\_, 20\_\_. The monthly rental price for the term of this lease is \$ \_\_\_\_\_ monthly, due on the \_\_\_\_\_ day of each month, beginning \_\_\_\_\_, 20\_\_. The rental price may not be changed without \_\_\_\_\_ days written notice prior to the end of the rental month (specify number of days – must be at least 10).

**B. Fixed term.** The total rental price for the term of this lease is \$ \_\_\_\_\_. Of this amount, the first rental payment in the amount of \$ \_\_\_\_\_ is due on \_\_\_\_\_, 20\_\_. The remainder is payable in monthly installments of \$ \_\_\_\_\_ each, due on the day of the month, beginning \_\_\_\_\_, 20\_\_.

**C.** Rent payments shall be made to \_\_\_\_\_ (name) at \_\_\_\_\_ (address). Resident shall incur and be charged \$ \_\_\_\_\_ per day as a late fee for payment of rent received after \_\_\_\_\_ .m. o'clock on the \_\_\_\_\_ day of the month. Such fee, which will be considered additional rent, may be collected immediately by owner or at owner's option. Such fee may be withheld from resident's security deposit if written notice of such intended withholding is provided to resident within 45 days of the date that the late fee is incurred. The giving of such notice of intent shall not relieve owner of any obligation pertaining to the security deposit set forth in section 6 of this lease. Late fees may be waived if owner agrees in writing. [Resident should request waiver by notifying owner on or before the rental due date and mutually arranging an alternative payment date.]\*\*

A charge of up to \$ \_\_\_\_\_ may be imposed for any resident's check returned to owner because of insufficient funds, whether the check is for rent, security deposit or other payment. Any late fee and returned check charge shall be a reasonable estimate of the administrative costs incurred by owner.

**\*\* The portions of this lease which appear in brackets are for educational or informational purposes only. They are not part of the lease agreement itself and do not create any obligations under this lease.**

**Initials:** Owner \_\_\_\_\_ Date \_\_\_\_\_ Resident \_\_\_\_\_ Date \_\_\_\_\_ (optional)  
Page 2 of 7

**5. Notice**

Unless otherwise specified in this lease, all notices provided by this lease shall be in writing and shall be delivered to the other party personally, or sent by first class mail, postage prepaid, or securely and conspicuously posted as follows:

To the resident: at the premises or at resident's last known address.

To owner: at

---

(address)

Notice to one resident shall be deemed to be notice to all residents.

**6. Security Deposit (cross out either paragraph A or B.)**

**A.** Resident has paid owner the sum of \$ \_\_\_\_\_ as a security deposit to secure the performance of this rental agreement.

**B.** By optional and mutual agreement between owner and resident, resident agrees to pay the security deposit in the amount of \$ \_\_\_\_\_ according to the following payment schedule:

---

**C.** Any advance or deposit of money, whether termed last month's rent, damage deposit or security deposit, constitutes a security deposit under this section.

**D.** Resident may not use the security deposit in place of rent without the written permission of owner.

**E.** Simple interest per annum shall be paid within one month of termination of the release or surrender and acceptance of the premises, whichever occurs last, on the full amount of the deposit in the owner's possession. (Optional) Not required in Longmont. Cross out if not part of lease agreement.)

**F.** [It is the duty of the resident to return the premises, including any outside areas, yards or driveways required to be maintained by resident under this lease, to their condition at the commencement of this lease, except for normal wear and tear. Colorado state law defines normal wear and tear as "that deterioration which occurs based upon the use for which the rental unit is intended, without negligence, carelessness, accident or abuse of the premises or equipment or chattels by the tenant or members of his household, or their invitees or guests."]\*\*

**G.** Owner shall return the security deposit to resident within 30 days after termination of this lease or surrender and acceptance of the premises, whichever occurs last, unless a longer period of time for return of the deposit is specified here: \_\_\_\_\_ days (specify number of days – must not be more than 60). If actual causes exist for retaining any portion of the security deposit, owner shall provide resident with a written statement listing the exact reasons for the retention of any portion of the security deposit. When the statement is delivered, it shall be accompanied by payment of the difference between any sum deposited and the amount retained. Owner is deemed to have complied with this paragraph G. by mailing said statement and any payment required to the last known address of resident. The failure of owner to provide a written statement within the period stated above shall work a forfeiture of all of owner's rights to withhold any portion of the security deposit.

**H.** Owner, at owner's option may use resident's security deposit during the term of this lease to fulfill resident's obligations under this lease. Nothing in this paragraph H. shall relieve owner of any obligation created by the state security deposit law set forth in Colorado Revised Statutes, Sections 39-12-101 *et seq.*

**\*\* The portions of this lease which appear in brackets are for educational or informational purposes only. They are not part of the lease agreement itself and do not create any obligations under this lease.**

**Initials:** Owner \_\_\_\_\_ Date \_\_\_\_\_ Resident \_\_\_\_\_ Date \_\_\_\_\_ (optional)

## 7. Eviction/Holding Over

A. Owner may evict from the premises or undertake other legal action to regain possession for non-payment of rent or substantial breach of the lease.

B. Resident shall continue to be liable for rent and be bound by the other provisions of this lease during the time resident remains in possession of the lease premises even though owner has chosen to seek eviction because of resident's breach of this lease.

C. If the premises are abandoned or resident is evicted, resident will remain liable for any loss of rent for the remainder of the lease term. Owner will attempt to re-rent the premises to minimize any loss.

D. Except as provided in paragraph D, eviction procedures including notice requirements as set forth Colorado Revised Statutes, Sections 13-40-101 *et seq.* (court ordered evictions) shall be the sole remedy available to owner to evict a resident.

## 8. Occupancy

Not more than \_\_\_\_\_ persons may reside in the leased premises. [For information on occupancy limits under City of Longmont, call 303-651-8332].\*\*

Resident shall not allow guests to stay upon the premises more than \_\_\_\_\_ days per month without written consent of owner.

## 9. Use

Resident shall use the premises for residential purposes only unless otherwise agreed in writing. Resident shall not engage in any illegal activities on the premises.

## 10. Utilities

Resident shall be responsible for paying for the following utilities or services connected with the premises (check those applicable: A. Water \_\_\_\_\_ B. Sewer \_\_\_\_\_ C. Electricity \_\_\_\_\_ D. Gas \_\_\_\_\_ E. Phone (if desired) \_\_\_\_\_ F. Trash pickup \_\_\_\_\_ G. Other \_\_\_\_\_)

Within 3 business days after the beginning of the lease term, resident shall arrange for such utilities or service and for billing directly to resident unless otherwise agreed here:

Provisions of and the payment for utilities and services listed above but not checked shall be the responsibility of the owner. The party responsible for any particular utility or service shall not be liable for failure to furnish the utility or service when the cause of such failure is beyond that party's control.

## 11. Privacy

Resident shall permit owner to enter the premises at reasonable times and upon reasonable notice for the purpose of making necessary or convenient repairs or reasonable inspections or to show the premises to prospective residents, purchasers, or lenders. Entry may be made without prior notice only if owner reasonable believes that an emergency exists, such as fire or broken water pipe, or that the premises have been abandoned.

**\*\* The portions of this lease which appear in brackets are for educational or informational purposes only. They are not part of the lease agreement itself and do not create any obligations under this lease.**

**Initials:** Owner \_\_\_\_\_ Date \_\_\_\_\_ Resident \_\_\_\_\_ Date \_\_\_\_\_ (optional)

**12. Assignment/Subleasing/Release**

Residents shall not assign this lease, or sublet any portion of the leased premises, for any part or all of the term of this lease without prior written consent of owner. Owner agrees to release resident from this lease if resident finds a replacement resident acceptable to owner who will sign a new lease for the remaining term. Owner shall exercise good faith and reasonableness in accepting a replacement resident.

**13. Noise and Nuisance**

Resident agrees not to make any excessive noise or to create any nuisance that will disturb the peace and quiet of neighbors.

**14. Rules and Regulations**

Resident agrees to abide by all rules and regulations in effect at the time of signing this lease (a copy of which is attached to and hereby made part of this lease) and to any amended rules or regulations which resident agrees to in writing.

**15. Move-In/Move-Out Sheet**

[A move-in/move-out sheet may be attached to this lease. Complete and sign this form within seven days of occupancy in order to help protect both parties.]\*\*

**16. Furnishings**

[If the premises are furnished, a separate inventory of the furnishings, including their condition, may be attached to this lease. Both parties should complete and sign this form within seven days of occupancy in order to help protect both parties.]\*\*

**17. Repairs and Maintenance**

If repairs are required in order for the premises to be in compliance with the Longmont Housing Code or the Warranty of Habitability as defined in C.R.S. Sections 38-12-502 *et seq.*, owner shall be responsible for making such repairs. Owner shall be responsible for payment of any costs of such repairs unless the repairs were necessitated by the negligence or willful acts of the other party to this lease. [If resident believes repairs are necessary, resident should contact owner and request such repairs. If owner does not correct the problem within a reasonable time, resident should contact the Longmont Building Inspection Division, 303-651-8332, to request assistance]\*\* Resident shall not make repairs without prior written consent of owner. Resident shall pay reasonable charges (other than for normal wear and tear) for the repair of damage to the premises or common areas caused by the negligence or willful acts of resident, members of resident's household, or guests. Excessive damage to premises by resident, members of resident's household, or guests shall be grounds for owner to evict resident.

**17. Tenant's Responsibilities**

Tenant has the responsibility to use the premises in a reasonably clean and safe manner; dispose of garbage and waste in a clean, safe, sanitary and legally compliant manner; use facilities and appliances on the premises in a reasonable manner; not disturb any neighbors' peaceful enjoyment of the their dwelling unit; promptly notify the landlord if the premises are uninhabitable or could become uninhabitable due to an existing condition; and shall not knowingly or negligently damage or remove any part of the premises or allow a person within the tenant's control to do so.

**\*\* The portions of this lease which appear in brackets are for educational or informational purposes only. They are not part of the lease agreement itself and do not create any obligations under this lease.**

**Initials:** Owner \_\_\_\_\_ Date \_\_\_\_\_ Resident \_\_\_\_\_ Date \_\_\_\_\_ (optional)



**18. Rodent and Vermin Extermination/Garbage Receptacles**

[Owner/Resident] shall be responsible for appropriate extermination in response to the infestation of rodents or vermin within the rental unit premises. (Only applicable for four or fewer rental units contained on the same parcel of land.)

[Owner/Resident] shall be responsible for providing and keeping in good repair an adequate number of appropriate exterior receptacles for garbage and rubbish. (Only applicable for four or fewer rental units contained on the same parcel of land.)

Owner shall be responsible for keeping common areas reasonably clean, sanitary and free from rubbish and debris, and for all rodent and vermin control in common areas.

Owner shall be responsible for the provision of appropriate exterior receptacles for garbage and rubbish. (Applicable if more than four rental units are contained on the same parcel of land.)

**18. Constructive Eviction**

When conditions beyond the control of resident cause the premises to become **legally uninhabitable, as defined by Colorado Revised Statutes, Sections 38-12-501 et seq.**, and when owner/agent is responsible for remedying those conditions but does not do so within a reasonable time after notification by resident, resident may vacate the premises, terminate this lease, and owe no future rent. [It is recommended that resident consult legal counsel prior to exercising the remedy of constructive eviction]\*\*

**19. Outside Maintenance**

A. Resident shall be responsible for the routine care and maintenance of the yard and outside areas as follows (check those applicable): 1. Mowing the Lawn \_\_\_\_ 2. Watering lawn, shrubs and trees \_\_\_\_  
3. Removing weeds \_\_\_\_ 4. Raking leaves \_\_\_\_ 5. Removing snow and ice from: sidewalks & walkways \_\_\_\_ parking area \_\_\_\_  
6. Other \_\_\_\_\_

The routine care and maintenance of items listed above but not checked shall be the responsibility of owner.

B. Resident's obligation to perform any task set forth in paragraph 19, A is subject to owner supplying resident with equipment appropriate to the task as follows (check those applicable):

1. Lawn mower _____	4. Snow Shovel _____
2. Hoses and sprinkler _____	5. Other _____
3. Rake _____	

**20. Alterations to Premises**

Resident agrees that before making alterations to the premises including, for example, painting, adding or changing door locks or altering landscaping, advance written consent of owner will be obtained.

**21. Pets**

No pet shall be allowed without the prior written consent of owner.

\_\_\_\_\_  
(Written consent, if any).

**\*\* The portions of this lease which appear in brackets are for educational or informational purposes only. They are not part of the lease agreement itself and do not create any obligations under this lease.**

**Initials:** Owner \_\_\_\_\_ Date \_\_\_\_\_ Resident \_\_\_\_\_ Date \_\_\_\_\_ (optional)

## 22. Parking

---

## 23. Insurance

[Owner's insurance does not cover resident's personal possessions in the event of loss or damage due to fire, windstorm, flood, theft, vandalism, or other similar cause. If resident desires to insure personal possessions or to insure against resident's personal liability, renter's insurance should be obtained.]\*\*

## 24. Attorney's Fees

In the event of any legal action concerning this lease which results in a judgment, the losing party shall pay to the prevailing party reasonable attorney's fees and court costs to be fixed by the court.

## 25. Subordination

This lease shall be subordinate to all existing and future mortgages and deeds of trust upon the property.

## 26. Waiver

Any waiver, by either party, of any breach or any provision of this lease shall not be considered to be a continuing waiver or a waiver of a subsequent breach of the same or a different provision of this lease.

## 27. Severability

The unenforceability of any provision or provisions of this lease shall not affect the enforceability of any other provision or provisions.

## 28. Joint and Several Liability

If this lease is signed on behalf of resident by more than one person, then the liability of the persons so signing shall be joint and several. [The language "joint and several" means that if more than one person has signed this lease, each of these persons individually and all of the persons collectively are fully responsible for fulfilling all of the obligations of this lease, except where expressly otherwise agreed between owner and resident. For example, one person signing the lease may be liable to any or all damages to the premises, even if caused by another person signing the lease, and one person signing the lease is liable for the total amount of rent due, even though other persons have also signed the lease.]\*\*

## 29. Signatures/Amendment of Lease

Tenant and Landlord have read and understand the implications and obligations of this document. This lease, and the attachments listed below, contains the entire agreement of the parties and may not be altered or amended except by mutual written agreement signed by both parties.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Resident

### Attachments:

1. \_\_\_\_\_
2. \_\_\_\_\_

## Appendix C

### Sample Check-In /Check-Out Sheet, page 1 of 7

<i>Area</i>	<i>Move in</i>	<i>Move out</i>	<i>Cost/notes</i>
<b>Entrance area</b>			
Doors/screens	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Locks/keys/mailbox	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Light switches	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Walls	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Ceiling	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Closet	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Other	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
<b>Living Room</b>			
Walls	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Ceiling	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Floors/carpet	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Lights	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Windows/screens	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Window coverings	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Door	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Heating outlets/vents	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Thermostat	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Other (fireplace, shelves)	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	

## Check-In /Check-Out Sheet, page 2 of 7

<i>Area</i>	<i>Move in</i>	<i>Move out</i>	<i>Cost/notes</i>
<b>Kitchen</b>			
Walls	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Ceiling	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Floor	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Lights	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Windows	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Door/lock	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Heating vents	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Cupboards/cabinets	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Range/hood/vents	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Drip pans/rings	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Oven racks/ boiler pan	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Refrigerator/shelves	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Sink and pipes	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Faucet	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Countertops	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Garbage disposal	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Dishwasher	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Other	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	

### Check-In /Check-Out Sheet, page 3 of 7

<i>Area</i>	<i>Move in</i>	<i>Move out</i>	<i>Cost/notes</i>
<b>Bedroom #1</b>			
Walls	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Ceiling	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Floor/carpet	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Lights	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Windows/screens	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Window coverings	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Door/lock	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Heating vents	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Closet	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Other	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
<b>Bedroom #2</b>			
Walls	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Ceiling	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Floor/carpet	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Lights	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Windows/screens	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Window coverings	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Door/lock	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Heating vents	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	

### Check-In /Check-Out Sheet, page 4 of 7

<i>Area</i>	<i>Move in</i>	<i>Move out</i>	<i>Cost/notes</i>
Closet	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Other	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
<b>Bedroom #3</b>			
Walls	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Ceiling	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Floor/carpet	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Lights	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Windows/screens	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Window coverings	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Door/lock	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Heating vents	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Closet	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Other	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
<b>Bathroom #1</b>			
Walls	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Ceiling	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Floor	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Lights	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Windows/screens	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Toilet	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	

### Check-In /Check-Out Sheet, page 5 of 7

<i>Area</i>	<i>Move in</i>	<i>Move out</i>	<i>Cost/notes</i>
Sink/vanity	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Tub/shower	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Cabinet/mirror	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Shower curtain/ hooks	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Towel racks	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Tile	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Heating vents	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Door/locks	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Other	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
<b>Bathroom #2</b>			
Walls	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Ceiling	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Floor	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Lights	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Windows/screens	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Toilet	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Sink/vanity	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Tub/shower	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Cabinet/mirror	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Shower curtain/ hooks	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Towel racks	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	

### Check-In /Check-Out Sheet, page 6 of 7

<i>Area</i>	<i>Move in</i>	<i>Move out</i>	<i>Cost/notes</i>
Tile	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Heating vents	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Door/locks	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Other	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
<b>Utility Area</b>			
Walls	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Ceiling	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Windows/screens	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Doors	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Electric outlets	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Heating outlets	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Floors	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Other	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
<b>Miscellaneous</b>			



## Check-In /Check-Out Sheet, page 7 of 7

<i>Area</i>	<i>Move in</i>	<i>Move out</i>	<i>Cost/notes</i>
<b>Exterior House</b>			
Doors	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Windows	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Eaves	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Porch/handrails	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Lighting	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Paint/siding	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Yard, if applicable	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Stairs, if applicable	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Mailbox	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Trash/sanitation	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Sidewalks/driveway	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Fence	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Other	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Garage	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Door(s)	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Floor	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	
Lighting	Good <input type="checkbox"/> Fair <input type="checkbox"/>	Good <input type="checkbox"/> Fair <input type="checkbox"/>	

**Other Comments:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## Appendix D

### DEMAND FOR COMPLIANCE OR RIGHT TO POSSESSION NOTICE

For Property Located in \_\_\_\_\_ County

TO: \_\_\_\_\_ (Tenant)

The Landlord set forth below hereby demands that you shall, within three days of the time this notice is served upon you, either comply with the covenant/condition stated below or deliver to the Landlord the possession of the premises known as:

(Street address) \_\_\_\_\_

(City) \_\_\_\_\_ (County) \_\_\_\_\_

(Subdivision) \_\_\_\_\_ (Lot) \_\_\_\_\_ (Block) \_\_\_\_\_

The covenant/condition with which you are to comply is (Check either or both, as applicable):

☐ The payment to the landlord in the sum of \$ \_\_\_\_\_ being past due rent and owed to the landlord from \_\_\_\_\_ (date) to \_\_\_\_\_ (date).

☐ Other covenant of the lease being violated: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

The covenant/condition checked above constitutes a default under the terms of the Lease, which default entitles the Landlord to possession of the premises.

The rental for said premises is \$ \_\_\_\_\_ per \_\_\_\_\_.

Dated: \_\_\_\_\_.

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Agency

---

---

### RETURN OF SERVICE

I hereby certify that I served the within Demand for Compliance or Possession on \_\_\_\_\_ (date) by:

\_\_\_ delivering a true copy to \_\_\_\_\_ tenant  
\_\_\_\_\_ other person occupying such premises.

\_\_\_ leaving a true copy with \_\_\_\_\_, a member of the tenant's family over the age of fifteen, residing on or in charge of the premises.

\_\_\_ posting a true copy in a conspicuous place on the premises, (describe) \_\_\_\_\_

in the \_\_\_\_\_ County of \_\_\_\_\_, Colorado.

\_\_\_\_\_  
Signature

## Appendix E

### DEMAND TO QUIT FOR A REPEAT VIOLATION

For Property Located in \_\_\_\_\_ County

TO: \_\_\_\_\_ (Tenant)

The Landlord set forth below hereby demands that you shall, within three days of the time this notice is served upon you, deliver to the Landlord the possession of the premises known as:

(Street address) \_\_\_\_\_

(City) \_\_\_\_\_ (County) \_\_\_\_\_

(Subdivision) \_\_\_\_\_ (Lot) \_\_\_\_\_ (Block) \_\_\_\_\_

The covenant/condition with which you are in violation for a second time is:

☐ The payment to the landlord in the sum of \$ \_\_\_\_\_ being past due rent and owed to the landlord from \_\_\_\_\_ (date) to \_\_\_\_\_ (date).

☐ Other covenant of the lease being violated: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

Date of prior **Demand for Compliance or Right to Possession Notice:** \_\_\_\_\_

The covenant/condition checked above constitutes a default under the terms of the Lease, which default entitles the Landlord to possession of the premises.

The rental for said premises is \$ \_\_\_\_\_ per \_\_\_\_\_.

Dated: \_\_\_\_\_.

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Agency

---

---

### RETURN OF SERVICE

I hereby certify that I served the within Demand for Compliance or Possession on \_\_\_\_\_ (date) by:

\_\_\_ delivering a true copy to \_\_\_\_\_ tenant  
\_\_\_\_\_ other person occupying such premises.  
\_\_\_ leaving a true copy with \_\_\_\_\_, a member of the tenant's family over the  
age of fifteen, residing on or in charge of the premises.  
\_\_\_ posting a true copy in a conspicuous place on the premises, (describe) \_\_\_\_\_

in the \_\_\_\_\_ County of \_\_\_\_\_, Colorado.

\_\_\_\_\_  
**Signature**

# Appendix F

## Depreciation Schedule

The following is the average life expectancy for common items in rental property. It is suggested that landlords prorate based on the age of the item. If a written guarantee or certification of a different life expectancy is provided at the time the claim is submitted, consideration should be given and prorated accordingly. This Depreciation Schedule is advisory, not statutory.

Carpeting	10 years
Bathroom flooring	12 years
Kitchen flooring	12 years
Curtains	5 years
Drapes	10 years
Curtain rods, hardware, etc	8 years
Closet doors (folding)	8 years
Interior doors	20 years
Exterior doors	15 years
Door and window hardware	15 years
Stove, cooking range	12 years
Stove hood	9 years
Refrigerator	15 years
Hot water heater	10 years
Dishwasher	10 years
Garbage disposal	5 years
Kitchen sink	17 years
Kitchen cabinets	15 years
Bathroom sink	17 years
Faucets	8 years
Water closet (toilet)	20 years
Towel bar	5 years
Exhaust fan	3 years
Medicine cabinet	12 years
Exterior paint	6 years
Screens and frames	5 years

Prorating for interior painting is based on the standard three-year schedule. For example, if the unit required painting after two years of occupancy, allow 1/3 of the cost.

*Information provided by the Boulder County Housing Partners, Boulder CO*

## Appendix F

### SECURITY DEPOSITS – SAMPLE LETTERS

FOR RENTERS WHO **DID** RECEIVE A WRITTEN STATEMENT WITHIN 30 OR 60 DAYS, BUT WHO **DO NOT AGREE** WITH LANDLORD’S CLAIMS FOR DAMAGES.

**Rewrite** the following sample letter (may be hand written or typed) detailing your own situation, then mail it to the person(s) who have retained your deposit.

**NOTE: Send one copy, CERTIFIED Mail-Return Receipt Requested, to landlord and retain one copy for yourself.**

#### DATE

Name of Landlord or Manager (or registered agent if owned by a corporation)

Address

City, State, Zip

Dear (Name of Landlord or Manager):

We \_\_\_\_\_, were the tenants at \_\_\_\_\_.  
(name of tenants) (address)

from \_\_\_\_\_ until \_\_\_\_\_ \$ .00 was paid by us as a damage deposit.  
(beginning date) (ending date)

We have received your letter dated \_\_\_\_\_ and **do not agree with the deductions**  
(date)

**listed for the following reasons;**

---

---

Kindly send the full amount \$ \_\_\_\_\_ to us at the following address:

---

**(Tenant’s new street address, apartment number, city, state & zip code)**

within seven (7) days of your receipt of this letter. If the full amount is not refunded, we intend to file suit and ask for treble damages, pursuant to Colorado Revised Statutes §38-12-103.

Sincerely,

Your name

FOR RENTERS WHO **DID NOT** RECEIVE ANY WRITTEN STATEMENT FROM THE LANDLORD WITHIN 30 OR 60 DAYS OF MOVING OUT.

---

**Rewrite** the following sample letter (may be hand written or typed) detailing your own situation, then mail it to the person(s) who have retained your deposit.

**NOTE: Send one copy, CERTIFIED Mail-Return Receipt Requested, to landlord and retain one copy for yourself.**

---

**DATE**

Name of Landlord or Manager (or registered agent if owned by a corporation)

Address

City, State, Zip

Dear (Name of Landlord or Manager):

We \_\_\_\_\_, were the tenants at \_\_\_\_\_.  
(name of tenants) (address)

from \_\_\_\_\_ until \_\_\_\_\_. \$ .00 was paid by as a damage deposit.  
(beginning date) (ending date)

It has been more than \_\_\_\_\_ days since \_\_\_\_\_.  
(30 or 60) (ending date)

**We have Neither received a written explanation nor the return of our deposit.**

Kindly send the full amount \$ \_\_\_\_\_.00 to us at the following address:

---

**(Tenant's new street address, apartment number, city, state & zip code)**

within seven (7) days of your receipt of this letter. If the full amount is not refunded, we intend to file suit and ask for treble damages pursuant to Colorado Revised Statutes §38-12-103.

Sincerely,

Your name

## **Appendix H**

### **LONGMONT POLICE DEPARTMENT STANDARD OPERATING PROCEDURE 200-PATROL, 219-CIVIL MATTERS**

#### **Landlord/Tenant Disputes**

##### **Landlord Lien**

- A landlord of apartments or rooms may assert a lien against the personal property of a tenant (other than personal necessities) as security against unpaid rent owned by tenants, pursuant to C.R.S. §8-20-102.
- Personal necessities are defined as “small kitchen appliances, cooking utensils, beds, bedding, necessary wearing apparel and personal effects or records (documents).”
- Landlord seizures must be done peaceably. If the tenant(s) is present and objects, advise the landlord to stop.
- Officers do not take sides when a landlord is enforcing a lien. The primary role of the officer is to ensure that violence or a breach of the peace does not occur. In such situations, officers are to advise all parties that the officers are not there to enforce the lien, but merely to prevent a breach of the peace.

##### **Lockouts and Trespass**

- Landlords may not (absent a court order) lock tenants out of their apartments or room. A tenant who is illegally locked out may use reasonable and necessary force to regain entry.
- Landlords may enter a rental without permission only to demand rent, assess a lien, or make emergency repairs. Landlord entry for other reasons is criminal if not allowed by a lease.

##### **Vandalism**

- Tenants vandalizing or removing furnishings from rental properties are not immune from prosecution, even though a damage deposit exists. Evidence of intent, such as the nature or severity of damage, may indicate a criminal act.
- Officers may advise disputants to consult their leases for guidelines, but should avoid interpreting leases. The remedy for lease violations is civil.

##### **Evictions**

- Evictions are handled by Boulder County Sheriff's Department. Officers do not evict or remove any person who:
  - Has paid rent to the landlord or other tenant(s); or
  - Is named in a lease, or
  - Is a welcome guest of any tenant, or
  - Otherwise can establish tenant status.
- Officers may consult or refer complaints to the Boulder County Sheriff's Department Civil Division in such cases.
- Adults staying as a resident in a non-paying capacity may be required to leave if no longer welcome as guests of the tenants.

# Appendix I

## ROOMMATE AGREEMENT

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, is between

\_\_\_\_\_, \_\_\_\_\_,  
\_\_\_\_\_, \_\_\_\_\_,  
\_\_\_\_\_, \_\_\_\_\_,

The parties have, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
signed a lease for \_\_\_\_\_ (address) for a term lasting from  
\_\_\_\_\_ to \_\_\_\_\_, a copy of which is attached, and  
plan to live at that address.

Because the parties wish to provide for the sharing of responsibilities in the renting of the premises,  
they agree:

1. Each will follow the rules and conditions set out in the attached lease.
2. Each will pay One/ \_\_\_\_\_ (1/\_\_\_\_)\* of the following expenses incurred in relation to the leased premises: (check if applicable):

_____ rent (\$_____/mo.)	_____ general maintenance and upkeep
_____ gas	_____ food
_____ electricity	_____ damages not due to the negligence of an identified party
_____ telephone service	
_____ water	_____ other _____

If anyone pays more than their One/ \_\_\_\_\_ (1/\_\_\_\_) share, the other party (ies) agrees to reimburse that person the amount paid over the owed percentage. This means: one divided by the number of roommates. For example, in a household with 3 roommates, each member's share would be one-third (1/3).

3. Each will pay for their own long distance telephone calls, made or received.
4. The parties agree to pay a total deposit is \$\_\_\_\_\_ to \_\_\_\_\_(landlord)) and agree that each tenant's portion is \$\_\_\_\_\_. Unless otherwise stated in the lease, the tenants agree to request that the landlord return the deposit in the following manner:



---

---

In the event that one roommate subleases their room to a new tenant, and unless otherwise stipulated in the lease, the security deposit exchange shall be conducted in the following way:

---

---

---

5. Each will pay rent, utilities and phone in a timely manner during the entire term of the lease unless the following conditions are met:
- a. the party, at their own expense, arranges to sublet,
  - b. the subtenant is acceptable to the remaining parties, who will not unreasonably withhold their acceptance,
  - c. the landlord consents in writing to allow the subtenant.
6. Repairs or improvements to the premises, the cost of which are to be shared equally by the parties, in excess of \$ \_\_\_\_\_ in cost, must be approved by the landlord in advance.
7. If pets are permitted under the lease, each pet owner is solely responsible for all damages caused by a pet. This includes, but is not limited to, damage to furniture, carpeting, doors, lawn and garden.
8. Additional provisions (rules for music, smoking, housecleaning, etc.):

---

---

Each Roommate Sign Below:

_____	_____
_____	_____
_____	_____

(Each roommate should keep a copy for their records and give a copy to the landlord).\*

**\* A roommate agreement is not binding on the landlord. For further information, for assistance in understanding lease terms such as "joint and several liability", or for assistance in resolving roommate disputes, call LONGMONT MEDIATION SERVICES at 303-651-8444.**

## APPENDIX J

### City of Longmont Property Maintenance Inspection Checklist

#### GENERAL REQUIREMENTS

##### Responsibilities:

<b>Owner:</b>	Maintain the structure and exterior property in accordance with these requirements and not occupy, or permit others to occupy, premises which are not in a sanitary and safe condition and which do not comply with the <i>Property Maintenance Code</i> . The owner of any structure shall be responsible for extermination within the structure prior to renting or leasing the structure. The owner of a structure containing two or more dwelling units, a multiple occupancy, a rooming house or a nonresidential structure shall be responsible for extermination in the public or shared areas of the structure and exterior property. If the infestation is caused by failure of an occupant to prevent such infestation in the area occupied, the occupant and owner shall be responsible for extermination.
<b>Occupant:</b>	Keeping the dwelling unit or premises which they occupy and control in a clean, sanitary and safe condition. The occupant of a one-family dwelling or of a single-tenant nonresidential structure shall be responsible for extermination on the premises. The occupant of any structure shall be responsible for the continued rodent and pest-free condition of the structure. Exception: Where the infestations are caused by defects in the structure, the owner shall be responsible for extermination.

#### EXTERIOR PROPERTY AREAS

Is the exterior property in clean, safe and in a sanitary condition?

Yes / No

Is grading and drainage maintained to prevent drainage and stagnant water?

Yes / No

Are the sidewalks, driveways, stairways, parking areas and similar spaces maintained and free of hazardous conditions?

Yes / No

Are the premises maintained free of noxious weeds and weedy growth over 12" tall?

Yes / No

Are all structures and the exterior property maintained free of rodent harborage and infestation?

Yes / No

Are pipes, ducts and fans maintained so as not to discharge gases, steam, vapor, hot air, grease, smoke, odors or other gaseous or particulate wastes directly upon abutting property?

Yes / No

Are accessory structures, including garages, fences, walls and sheds, structurally sound and in good repair?

Yes / No

Are swimming pools, spas and hot tubs maintained in a clean and sanitary condition and in good repair with a proper security fence, locking self closing gate and/or lockable cover?

Yes / No

Are motor vehicles licensed, operable and parked in proper locations? (Exception: one inoperable or unlicensed vehicle per lot may be stored covered with an approved car cover.)

Yes / No

Is the property free from marking, carving, graffiti, damage or defacement?

Yes / No

Is garbage and rubbish stored in approved containers for disposal?

Yes / No

Are landscaping areas maintained, with no dead trees or dead limbs in otherwise living trees?

Yes / No

## **EXTERIOR STRUCTURE**

Does the premises have approved address numbers displayed?

Yes / No

Is the exterior structure maintained in good repair, structurally sound and sanitary?

Yes / No

Are all exterior surfaces, including doors, door and window frames, cornices, porches, decks, balconies and trim, maintained in good condition and protected from the elements and decay with paint or other protective treatment in good condition (except those elements that are made from decay resistant materials)?

Yes / No

Are structural members maintained free from deterioration and capable of supporting all loads?

Yes / No

Are foundation walls maintained plumb and free from open cracks and breaks to prevent rodent and pest infestation?

Yes / No

Are exterior walls free from holes, breaks and loose or rotting materials and maintained weatherproof and surface coated to prevent deterioration?

Yes / No

Are roofs and flashings sound, tight and with no defects that admit water? Is roof drainage adequate to prevent damage or deterioration in the walls or interior? Are roof drains, gutters and downspouts maintained in good repair and free of obstructions? Is roof water discharged so it does not create a nuisance?

Yes / No

Are decorative features maintained in good repair and properly anchored to the structure?

Yes / No

Are overhang extensions, canopies, signs, awnings, fire escapes, stairways, decks, porches, balconies, and attached appurtenances maintained in good repair, structurally sound and properly anchored?

Yes / No

Are handrails and guards firmly fastened and capable of supporting normally imposed loads?

Yes / No

Are chimneys, towers and smoke stacks and similar features maintained structurally safe and in good repair?

Yes / No

Are windows, skylights, doors and frames maintained in sound condition, in good repair and weather tight? Is glazing free of cracks and holes and can all operable windows be opened easily. Are insect screens provided on all openable windows and free of defects, tears and openings?

Yes / No

Are doors, frames and hardware maintained in good repair and do locks at entrances secure the door. Is the hardware the proper type for the particular means of egress?

Yes / No

Do the guards for basement egress windows open with a force no greater than the normal operation of the window?

Yes / No

Is the drainage from roofs, paved areas, yards, courts and other areas discharged in a manner that does not create a public nuisance?

Yes / No

## **INTERIOR STRUCTURE**

Is the interior of the structure and equipment therein maintained in good repair, structurally sound and in a sanitary condition?

Yes / No

Are the structural members sound and capable of supporting the imposed loads?.

Yes / No

Are interior surfaces maintained in good repair, clean and sanitary with no peeling, flaked, abraded or chipped paint or cracked or loose plaster?

Yes / No

Are stairways, ramps, landings, balconies, porches, decks or other walking surfaces maintained in sound condition and in good repair?

Yes / No

Are handrails and guards firmly fastened and capable of supporting normally imposed loads and maintained in good condition?

Yes / No

Do interior doors fit frames and are they easily open and closed?

Yes / No

Is the interior free from accumulation of rubbish and garbage and are approved trash containers used until trash is removed from the premises?

Yes / No

Are the premises free from rodent and insect infestation?

Yes / No

## **LIGHT, VENTILATION AND OCCUPANCY**

Are habitable rooms provided with windows having a square foot area of at least 8% of the square foot floor area.

Yes / No

Are common halls and stairways, in other than one and two family dwellings, lighted with one 60 watt bulb/200 sf or equivalent? Are non-residential occupancies provided with 1 foot-candle minimum at floors, landings and treads at the entries to the building?

Yes / No

Are other spaces provided with natural or artificial light sufficient to permit the maintenance of sanitary conditions and safe occupancy of the space, fixtures equipment and appliances?

Yes / No

Do habitable rooms have at least one openable window with a square foot area equal to 3.6% of the square foot floor area?

Yes / No

Do bathrooms and toilet rooms have natural ventilation as required above or mechanical ventilation that is exhausted to the outdoors?

Yes / No

Are only specifically approved cooking facilities provided in rooming units or dormitories?

Yes / No

Are injurious, toxic, irritating or noxious fumes, gases, dusts or mists properly exhausted to the exterior?

Yes / No

Are clothes dryer exhaust systems independent of all other systems and exhausted to the exterior?

Yes / No

Are dwelling units, hotel units, rooming units and dormitory rooms arranged to provide privacy to separate adjoining units?

Yes / No

Do all habitable rooms have a minimum dimension each way of 7' (except kitchens)? Does the kitchen have a minimum passageway of 3' between counter fronts and appliances or walls?

Yes / No

Do all habitable spaces, hallways, corridors, laundry areas, bathrooms, toilet rooms and habitable basements have a minimum ceiling height of 7'?

Yes / No

Does each bedroom contain a minimum of 70 square feet of floor area for one person and 50 additional square feet for each additional person?

Yes / No

Do no bedrooms serve as the only means of access to other bedrooms or other habitable rooms (except units that have only one bedroom)?

Yes / No

Is a water closet and a lavatory accessible from all bedrooms without going through another bedroom or more than one adjacent story?

Yes / No

Are no kitchen or other uninhabitable spaces used as sleeping rooms?

Yes / No

Do efficiency units occupied by up to two persons have a clear floor area of 220 square feet (320 square feet for 3 persons), and contain a kitchen sink, cooking appliance and refrigeration facilities with clear working spaces of 30" in front and a separate bathroom containing a water closet, lavatory and tub or shower?

Yes / No

Do food preparation areas contain suitable space and equipment to store, prepare and serve foods in a sanitary manner and include adequate facilities for the sanitary disposal of food wastes and refuse?

Yes / No

## **PLUMBING**

Do all dwelling units contain a tub or shower, lavatory, water closet and kitchen sink maintained in a sanitary, safe working condition?

Yes / No

Do rooming houses have at least one tub or shower, lavatory and water closet per four rooming units?

Yes / No

Do hotels without separate in-room facilities have at least one water closet, lavatory and tub or shower accessed from a public hallway for each ten occupants?

Yes / No

Do employees have at least one water closet, lavatory, tub or shower and drinking facility available to them?

Yes / No

Do toilet rooms and bathrooms provide privacy and a door and is an interior locking device provided for all common or shared bathrooms and toilet rooms?

Yes / No

Are shared toilet rooms and bathrooms in hotels, rooming houses and dormitories provided with access from a common hall or passageway not more than one flight of stairs from all rooms served?

Yes / No

Do employee toilet facilities have access from within the employees' regular work area and not located more than one flight of stairs or 500' away?

Yes / No

In non-residential units, are floors of toilet rooms finished with a smooth, nonabsorbent material extending upward on the walls for 5" minimum? Are walls within 2' of the front and sides of urinals and water closets finished with smooth, nonabsorbent material to a height of 4'?

Yes / No

Are plumbing fixtures properly installed and maintained in a safe and sanitary working order and kept free from obstructions, leaks and defects?

Yes / No

Do plumbing fixtures have proper clearances for usage and cleaning?

Yes / No

Are plumbing fixtures are free from hazardous conditions?

Yes / No

Is every sink, lavatory, bathtub or shower, drinking fountain, water closet or other plumbing fixture properly connected to an approved water system and supplied with hot or temperate and cold running water as designed?

Yes / No

Is the water supply maintained free of contamination and do all fixtures with hose attachments have proper backflow protection?

Yes / No

Is the water supply adequate to all fixtures to ensure proper operation?

Yes / No

Is the hot water provided at a minimum temperature of 120°F to every sink, lavatory, tub, shower and laundry?

Yes / No

Are all gas-burning water heaters located outside the bathrooms?

Yes / No



Is an approved temperature and pressure-relief valve and a properly terminated relief valve discharge pipe installed and maintained on all water heaters?

Yes / No

Are plumbing fixtures properly connected to an approved waste water system?

Yes / No

Is every plumbing stack, drain, waste and vent properly connected and maintained to perform its intended function?

Yes / No

### **MECHANICAL**

Are all mechanical appliances, fireplaces, solid-fuel burning appliances, cooking appliances and water heaters properly installed and maintained in a safe working condition and capable of performing their intended function?

Yes / No

Are duct systems maintained free of obstructions and capable of performing their required function?

Yes / No

Are all fuel burning equipment and appliances connected to an approved chimney or vent?

Yes / No

Are all required clearances to combustible materials maintained?

Yes / No

Are all safety controls for fuel-burning equipment maintained for effective operation?

Yes / No

Is an adequate supply of combustion air provided for all fuel-burning equipment?

Yes / No

Are energy conservation devices, if installed, properly labeled and installed in an approved manner?

Yes / No

### **ELECTRICAL**

Are all occupied buildings provided with an electrical system that is properly installed and maintained?

Yes / No

Do dwelling units have an electrical service adequate for the size and usage of appliances and equipment served, but no less than a 120/240 volt, single phase, 60 amp service?

Yes / No

Are all equipment, wiring and appliances properly installed and maintained in a safe and approved manner?

Yes / No

Do all habitable rooms in a dwelling unit contain at least two separate and remote receptacle outlets?

Yes / No

Does every laundry area contain at least one grounded-type receptacle outlet or a receptacle outlet with a ground fault circuit interrupter?

Yes / No

Does every bathroom contain at least one receptacle outlet?

Yes / No

Does every public hall, interior stairway, toilet room, kitchen, bathroom, laundry room, boiler room and furnace room contain at least one electric lighting fixture?

Yes / No

Are no extension cords used for permanent wiring?

Yes / No

Are all elevators, escalators and dumbwaiters maintained to sustain safely all imposed loads, operate properly and free from physical and fire hazards?

Yes / No

In buildings equipped with multiple passenger elevators, is at least one elevator maintained in operation at all times the building is occupied?

Yes / No

## **FIRE SAFETY**

Is a safe, continuous and unobstructed path of travel provided from any point in a building or structure to the public way?

Yes / No

Is the required width of aisles unobstructed?

Yes / No

Are all egress doors readily operable from the inside without the use of keys, special knowledge or effort?

Yes / No

Are emergency escape and rescue openings operational from the inside without the use of keys or tools?

Yes / No

Are bars, grills, grates or similar devices releasable or removable from inside without the use of a key, tool or force greater than that required for normal operation of the escape and rescue opening?

Yes / No

Is the required fire resistance rating of walls, fire stops, shaft enclosures, partitions and floors properly maintained?

Yes / No

Are the required opening protective covers maintained in an operable condition and capable of performing the intended function?

Yes / No

Are single station smoke detectors provided in all residential occupancies?

Yes / No

Is the location of new required smoke detectors in accordance with the international residential building code?

Yes / No

Are smoke detectors equipped with working batteries or properly wired and maintained in an operable condition?

Yes / No

Other comments and observations: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_